



REQUEST FOR PROPOSALS (RFP)

Emergency Solution Grant Funds

**CITY OF CHARLOTTE
HOUSING & NEIGHBORHOOD SERVICES DEPARTMENT - HOUSING SERVICES**

DATE ISSUED: July 9, 2021

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1 REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.1 Public Notice

The City of Charlotte (City) plans to select with one or more agencies as City Emergency Solution Grant (ESG) fund subrecipients to provide assistance to eligible households. The City is seeking agencies whose combination of experience and expertise will provide timely, cost-effective services to the City.

Information related to this solicitation, including any addenda, will be posted to the City's Housing Website at charlottenc.gov/HNS/Housing/RFP/Pages/Requests%20For%20Proposals.aspx.

For questions related to this RFP, contact:

Rebecca Pfeiffer, Strategic Initiatives Manager
City of Charlotte
Housing & Neighborhood Services
600 East Trade Street
Direct Phone: (704) 622-4709
Email: rebecca.pfeiffer@charlottenc.gov

Claire Butler, Housing Services Contract Manager
City of Charlotte
Housing & Neighborhood Services
600 East Trade Street
Direct Phone: (704) 336-1416
Email: claire.butler@charlottenc.gov

1.2 Project Overview

The selected agency or agencies will provide street outreach, homelessness prevention, emergency shelter and rapid rehousing assistance to homeless individuals and families with children. The goal of ESG funding is to provide eligible households experiencing a housing crisis to quickly return to stable housing.

Scope of Work is further detailed in Exhibit A – Scope of Work.

1.3 RFP schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	Friday, July 9, 2021
Deadline for Questions:	Friday, July 23, 2021
DUE DATE & TIME FOR PROPOSALS:	Friday, August 6, 2021, 11:59 pm
Selection Announcement:	No later than September 10, 2021

Proposals shall be emailed in PDF form to Rebecca Pfeiffer, Strategic Initiatives Manager at: rebecca.pfeiffer@charlottenc.gov. All items required for a responsive proposal shall be included. It is the sole responsibility of the proposer to ensure that the proposal package is received no later than the established due date and time at the proper location. Proposals received after the due date and time will not be considered. Proposals submitted by facsimile will not be accepted.

Submit to:

Rebecca Pfeiffer, Strategic Initiative Manager
rebecca.pfeiffer@charlottenc.gov
City of Charlotte
Housing & Neighborhood Services

1.4 Evaluation Criteria & Process

The City will appoint an evaluation committee whose responsibilities will include performing independent technical evaluations of each proposal and making selection recommendations based on the criteria provided on the evaluation scorecard (Exhibit B). Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. The City reserves the right to obtain clarification or additional information with any Agency in regard to its Proposal.

The City reserves the sole right to select the most qualified firm(s) on basis of best overall value that is most advantageous to the City.

The City reserves the sole right to renew contracts awarded from this Request For Proposal for a period of three additional fiscal years. This decision will be made, on a yearly basis, at the discretion of The City.

Firms who submit proposals will be notified of the selection results. Final recommendation of any selected Agency is subject to the approval of City Council or City officials.

1.5 Proposal Format & Contents

Interested Agencies must complete and submit one (1) original copy of each of the required Forms 1 thru 4 provided with this RFP.

END OF SECTION ONE

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFP, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's proposal for consideration.

2.2 Duties and Obligations of Firms in the RFP Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting a proposal. Firms must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

2.3 Addenda

In order to clarify or modify any part of this RFP, addenda may be issued and posted at the City's official website at charlottenc.gov/HNS/Housing/RFP/Pages/Requests%20For%20Proposals.aspx. Any requests for information or clarification shall be submitted in writing to the Contracts Administrator listed in this RFP by the deadline for questions.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the Agency shall be deemed to have represented and warranted that the proposal is not made in connection with any competing Agency submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. Furthermore, the Agency certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

2.5 Public Records

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each Agency must take the following precautions: (a) any trade secrets submitted by the Agency should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each Agency agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each Agency agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the Agency has designated as a trade secret. Any Agency that designates its entire proposal as a trade secret may be disqualified from consideration.

2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any Agency responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the Agency cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each Agency shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or Agency responding to this RFP.

2.7 Advertising

In submitting an RFP, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

2.8 Vendor Registration with City of Charlotte

The selected Agency and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

2.9 Financial Capacity; Insurance Requirements

The selected Agency must have the financial capacity to undertake the work and assume associated liability. The selected Agency will be required to provide certificates of insurance evidencing coverage for automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

2.10 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all documents and other work product prepared by, for, or under the direction of the selected Agency pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the Agency a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.11 City Rights and Reservations

The City expects to select one or more agencies but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any agencies for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any

part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal most advantageous to the City. The City of Charlotte is therefore not bound to accept a proposal on the basis of lowest price. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

2.12 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

2.13 Charlotte Business INclusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the Charlotte Business INclusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. In regard to this effort, SBE participation will be required in order to meet goal compliance. For SBE participation to count towards a Goal, SBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.

Firms are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs is available at www.charlottebusinessinclusion.com.

END OF SECTION TWO

3 **SAMPLE CONTRACT**

CONTRACT

ABC– Emergency Solutions Grant FY2022, \$0, fund by Emergency Solutions Grant

This Agreement, entered into as of the first day of July 1, 2021 by and between the CITY OF CHARLOTTE hereafter referred to as the “City” and Agency, a not for profit corporation, hereafter referred to as the “Subrecipient”; WHEREAS, the City wishes to provide certain services and related outcomes to its citizens; WHEREAS, the City wishes to enter into an agreement with Subrecipient to provide certain of such services and produce related outcomes;

THEREFORE, in consideration of the mutual covenants and conditions it is agreed by the parties as follows:

1. Scope of Services

The Subrecipient shall complete activities listed in Attachment 1 “Scope of Services” within the Performance Period. Failure to complete activities listed in Attachment 1 during the Performance Period will result in withholding or denial of monetary disbursements or reimbursements, or the reimbursement of funds to the City.

2. Performance Monitoring

The City will evaluate the Subrecipient in relation to satisfactory completion of the scope of services detailed in Attachment 1 and all applicable Federal, State and City regulations, rules and policies as more fully described herein.

3. Performance Period

Funding provided under this Agreement shall be drawn down, expended and all activities be completed between July 1, 2021 and June 30, 2022 (“Performance Period”).

4. Payment

It is expressly agreed that the total amount to be paid to the Subrecipient by the City for services described in this Agreement shall not exceed zero dollars (\$0.00). The City will not be responsible for payment of interest charges, penalties, or late fees for either partial or final payments. Invoices will be processed within thirty (30) days of submission, or within thirty (30) days of receiving a corrected invoice.

5. Agreement Attachments

The following named attachments, exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein;

Attachment 1 – Scope of Services
Attachment 2 – Debarment Certification
Attachment 3 – Byrd-Anti Lobbying Certification
Attachment 4 – Executive Order 13166
Attachment 5 – Federal Contract Terms and Conditions
Attachment 6 – Form Land Covenant
Attachment 7 – Language Access Plan
Attachment 8 – Verification of Homelessness
Attachment 9 – ESG Matching Funds
Attachment 10 – Expenditures Summary

6. General Conditions

a. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. As an independent contractor, the Subrecipient (and not the City) shall be responsible for payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance with respect to employees of the Subrecipient.

b. Familiarity and Compliance with Laws and Ordinances

The Subrecipient shall make itself aware of and comply with and shall cause each of its subcontractors to comply with, all applicable Federal, State, and local laws and regulations applicable to the Scope of Services, including obtaining all required permits and licenses.

c. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Subrecipient or its subcontractors in connection with this Agreement; (iii) arising from the Subrecipient's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Subrecipient or an employee or subcontractor of the Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, any federal agency that funds all or part of this Agreement, and each of the City's and such federal agency's officers, officials, employees, agents and independent Subcontractors (excluding the Subrecipient); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Subrecipient shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Subrecipient is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Subrecipient shall promptly refund to the City all amounts paid under this Agreement.

This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

By signing this agreement, the Subrecipient acknowledges adherence to the following certificates:

d. Federal Terms and Conditions

The Subrecipient must comply to the provisions noted in the Federal Terms and Conditions which may be incorporated in this contract, as **Attachment 5**

e. Nondiscrimination Certificate

As a condition of entering into this agreement, the Subrecipient represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Subrecipient retaliate against any person or entity for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting

and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Subrecipient from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Subrecipient agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Subrecipient has used on City contracts in the past five years, including the total dollar amount paid by the Subrecipient on each subcontract or supply contract. The Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Subrecipient agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Subrecipient to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Subrecipient understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Subrecipient from participating in City contracts and other sanctions.

f. Byrd-Anti Lobbying Certificate

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

g. Debarment Certificate

The Contractor represents and warrants that, as of the Effective Date of the Contract, neither the Contractor nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Contractor or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Contractor shall notify the City immediately. The Contractor must execute **Attachment 2**.

Contractors must submit a copy of its certified eligibility registration obtained from www.sam.gov to the City of Charlotte noting eligibility to receive funding (Federal, State, or local).

h. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel

The Subrecipient certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract, the Subrecipient further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to the Subrecipient appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

i. Drug-free Workplace Certification

The Subrecipient shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4) Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant the employee will;
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designees on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including terminations, consistent with the requirements of the Drug Free Workplace Act of 1998 (The Act); or
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5 and 6.

j. E-Verify

As a condition for payment under this Agreement, Subrecipient shall: (i) comply with the E-Verify Requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"), and (ii) cause each subcontractor under the Agreement to comply with such E-Verify Requirements as well. Subrecipient will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by the Subrecipient or any subcontractor to comply with the E-Verify Requirements.

k. Employment Restrictions

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Scope of Services for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities. The Subrecipient agrees that no Federal funds provided, nor personnel employed under this Agreement, shall be engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

l. Civil Rights Compliance

The Subrecipient agrees to comply with, and use its best efforts to ensure its subcontractors comply with, all applicable Federal, State and City civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Action of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with Federal Funds provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon and providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Such covenant shall be in form substantially similar to the Form of Land Covenant (see Attachment 6) hereto and incorporated by reference herein.

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program; provided, however, that such agreement to comply is conditioned upon the City delivering to the Subrecipient written notice describing in detail such applicable regulations within thirty (30) days after the date of execution of this Agreement.

m. Providing Language Access

Pursuant to Executive Order 13166 (see Attachment 7), "Improving Access to Services for Person with Limited English Proficiency", the order directs federal agencies and those agencies receiving federal funds (contractors, subcontractors, recipients and subrecipients) take reasonable steps to ensure that Limited English Proficiency (LEP) or Non-English Proficient (NEP) persons have meaningful access to the programs, services and information that federally funded programs provide. The order further requires that written translation of Vital Documents should include but are not limited to the following:

- Program applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding program eligibility and participation; notices pertaining to the reduction, denial, or termination of service or benefits, the right to appeal such actions, or that require a response from beneficiary notice advising LEP persons of the availability of free language assistance, and other outreach materials.
- Recipients receiving federal funds will need to provide translation services both oral and written in Spanish.

The following statements should be placed at the top of all federally funded program applications

Please check one of the following (Por favor, Marque uno de los siguientes):

- ☐ I understand and am able to complete this application provided in English ____
- ☐ No entiendo la solicitud prevista en Inglés y pedir una solicitud en español ____
(I do not understand the application provided in English and request an application in Spanish)

Definitions

- Limited English Proficient or LEP refers to a person who does not speak English as his/her primary language and has a limited ability to speak, read, write or understand the English language.
- Non-English Proficient or NEP refers to a person who cannot speak or understand the English language at any level.
- A Vital Document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP/NEP populations they serve.

n. Insurance Requirements

The Subrecipient shall, during the life of the Agreement with the City, be required to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

Automobile Liability Insurance: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

Comprehensive General Liability: Bodily injury and property damage liability as shall protect the Sub-recipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by the Sub-recipient, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

Worker's Compensation and Occupation Disease Insurance: In conformance with State Law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.

Directors & Officers Liability Insurance: Not less than \$1,000,000 per claim, to protect Subrecipient against negligent acts, errors, or omissions in performing services under this agreement.

Fidelity Bond Insurance (Employee Dishonesty): Employee Fidelity Insurance coverage protects the employer against a dishonest act by an employee. The amount of the fidelity bond shall be at a minimum of \$50,000.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Subrecipient and/or subconsultant or subcontractor providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. At the time of execution of the Agreement, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

o. Access To Records

The Subrecipient shall furnish and, if applicable, cause each of its subcontractors to furnish all information and reports required hereunder and, with ten (10) business days advance written notice, will permit access to its books, records and accounts during the Subrecipient's normal business hours for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein by the City and with respect to records pertaining to the use of Federal Funds or Program Income, HUD or its agent or other authorized federal officials.

p. Subcontracting

The Subrecipient shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Subrecipient shall remain the prime contractor and will assume all responsibility for the performance of the services that are supplied by the subcontractor. Subcontractor contracts will include required certifications and requirements noted in Subrecipient's contract. Additionally, the City must be named as a third party beneficiary in all subcontracts related to this Agreement.

q. EO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an "Equal Opportunity and Affirmative Action Agency", "EO/AA", or a similar statement or designation.

r. Religious Organizations

The Subrecipient agrees that funds provided under this Agreement will not be utilized for

religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations.

s. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the City of Charlotte in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source (i.e., the City of Charlotte). In addition, the Subrecipient will include a reference to the support provided herein in all materials published with funds received under this Agreement.

t. Copyright

To the extent that funds granted under this Agreement are utilized to develop any copyrightable material, the author and/or Subrecipient are free to copyright such material, however, the City reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such material exclusively for government purposes.

u. Close-Out

Subrecipient's obligation to the City shall not end until all close-out requirements are completed. The Subrecipient must submit, no later than ninety (90) calendar days after the end date of the period of performance, all required reports, final payments, disposition of program assets (including the return of all unused materials, equipment, program income, etc.), and determination of the custodianship of records.

7. Special Conditions – Federal Funding Clauses

a. Records and Reports

The Subrecipient shall maintain all records required by the federal regulations to the extent applicable to the activities to be funded under this Agreement. The Subrecipient shall retain all records related to activities under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal, State or local audit findings, whichever occurs later.

The Subrecipient must report to the City not less than quarterly on its accomplishments under this Agreement. Additional reporting and record keeping requirements may be required as described in Attachment 1.

b. Program Income

The Subrecipient shall conform to program income requirements as applicable to use of federal funds. At the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient.

c. Uniform Administrative Requirements

The Subrecipient shall comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.

d. Program Requirements

By signing this Agreement, Subrecipient acknowledges that it has read the Emergency Solutions Grant (ESG) program guidelines as outlined below in Section 8 "*Special Conditions - Flow Down Requirements: ESG*" and other program requirements. Failure to adhere to these federal regulations, required City certifications, and program requirements will result in withholding or denial of reimbursements. Subrecipient must include ESG provisions and the above certifications in all sub-contracts being funded and under this agreement.

e. Termination of Contract

1. **TERMINATION FOR CONVENIENCE.** If Subrecipient materially fails to comply with any terms or conditions of this Agreement. including without limitation, the City may suspend or terminate this Agreement or take any other remedies available provided that the City gives Subrecipient a thirty (30) day written notice. However, in the event that the City suspends payments at its discretion, the City will have no obligation to restore to Subrecipient any amount of disbursements that were suspended.

2. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

f. Reversion of Assets

At the end of the Performance Period, the Subrecipient shall transfer to the City any funds on hand at the time of expiration and any accounts receivable attributable to the use of Federal funds provided under this Agreement. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Federal funds provided under this Agreement in excess of \$25,000 shall be disposed of in a manner consist with federal guidelines and approved by the City.

g. Conflicts of Interest

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may currently hold or obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

h. Executive Order 11246

During the performance of this Agreement, the Subrecipient agrees as follows:

- i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- iii. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor the labor union or workers'

representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vi. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government agreements or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Subrecipient will include the provisions of paragraph (i) through (vi) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Subrecipient becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

i. Section 3 Compliance

- i. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- iii. The Subrecipient agrees to send to each labor organization or representative or workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees

and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- iv. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any contractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
- vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts or agreements.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

j. Subrecipient shall abide by the following provisions

- i. Nondiscrimination Certification - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

- ii. Age Discrimination Act

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

- iii. Section 504 & Title II –Americans with Disabilities Act of 1990

(28 CFR Part 35)

The Americans with Disabilities Act of 1990 (28 CFR Part 35) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications.

No qualified person with disabilities shall, on the basis of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

Subrecipient shall not assign any interest in this Agreement and shall not discriminate against any employee, applicant of employment, or student because of race, religion, color, sex, age, disability, or national origin.

k. Labor Standards – Davis Bacon Provisions

With respect to the use of federal funds granted under this Agreement, the Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as the requirements of such acts, laws or regulations apply to the Subrecipient and the Subrecipient's activities in the performance of this Agreement specifically. Furthermore, with respect to the use of Federal funds granted under this Agreement, the City shall maintain documentation, which demonstrates compliance with hour and wage requirements of this Section. Such documentation shall be made available to the City for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than (8) households, the Subrecipient shall make a good faith effort to ensure that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with Federal Funds provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen as applicable to nonprofit organizations in general and the Subrecipient's activities in the performance of this Agreement specifically; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. In all contracts, which (i) are subject to such regulations, (ii) utilize Federal Funds and (iii) are in excess of \$25,000.00, Subrecipient shall cause or require being inserted provisions meeting the requirements of this Section. Notwithstanding the above or anything in this Agreement to the contrary, Subrecipient's obligations and responsibilities under this Section are conditioned upon City delivering to Subrecipient within thirty (30) days after the date of execution of this Agreement written notice enclosing a copy of the applicable acts, laws, regulations, and federal requirements adopted by the City which are referred to herein.

l. Historic Preservation

With respect to activities involving Federal funds, the Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

m. Remedies

RIGHT TO COVER.

If Subrecipient fails to meet any completion date or resolution time set forth in this Agreement (including the Attachments), the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Subrecipient is again able to resume performance under this Agreement; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the services from any money then due or to become due the Subrecipient and, should the City's cost of obtaining or performing the services exceed the amount due the Subrecipient, collect the

amount due from the Subrecipient.

RIGHT TO WITHHOLD PAYMENT.

If Subrecipient breaches any provision of this Agreement, the City shall have a right to withhold all payments due to the Subrecipient until such breach has been fully cured.

SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Subrecipient agrees that monetary damages are not an adequate remedy for the Subrecipient's failure to provide the services or deliverables as required by this Agreement, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Subrecipient hereby consents to an order granting specific performance of such obligations of the Subrecipient in a court of competent jurisdiction within the State of North Carolina. The Subrecipient further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Subrecipient breaches the Agreement.

SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

OTHER REMEDIES.

Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

p. Record Retention.

The Sub-recipient certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Sub-recipient further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

q. Procurement of Recovered Materials.

The Sub-recipient represents and warrants that in its performance under the Contract, the Sub-recipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

r. Clean Air Act and Federal Water Pollution Control Act.

The Sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

s. Energy Efficiency.

The Sub-recipient certifies that the Sub-recipient will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

t. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Sub-recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Sub-recipient is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

u. Right to Inventions.

If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

v. DHS Seal, Logo, and Flags.

The Sub-recipient shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Sub-recipient, or any other party pertaining to any matter resulting from the Contract.

8. Special Conditions – Flow Down Requirements: ESG

Sub-recipients who receive federal funds under a written contract agreement shall comply with the flow down requirements for projects funded under 24 Code of Federal Regulations (CFR) Part 576 Emergency Solution Grant (ESG) Program. The contract includes guidelines for ESG Sub-recipients, as regulated by the ESG program and complies with applicable Federal Statutes, Federal Rules, and other required provisions in effect as of the date of this written agreement. These requirements include, but are not limited to the following:

- CFR 24 Part 576 – ESG Program Regulations
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency (Language Access Planning)

IMPORTANT PROGRAM REQUIREMENTS

As Found In CFR 24 Part 576:

- §576.400 – Area Wide Coordination Requirements
- §576.401 – Program Participants Eligibility/Needs
- §576.402 – Terminating Assistance
- §576.403 – Shelter & Housing Standards
- §576.404 – Conflict of Interest
- §576.405 – Homeless Participation
- §576.406 – Faith Based Activities
- §576.407 – Other Federal Requirements
- §576.408 – Displacement, Relocation & Acquisition

The Sub-recipient must submit a copy of annual audit report within 30 days of receipt, but no later than nine months after end of the audit period. Audited financial statements must adhere to the requirements stated in 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

By signing this agreement, the Sub-recipient acknowledges that he/she has read the above stated Federal Regulations and 2 CFR Part 200. Failure to adhere to the federal and city compliance regulations will result in withholding or denial of contract/written agreement reimbursements.

9. Conflict of Interest

The Contractor hereby agrees that in implementing this Contract, it will comply with the standards of conduct hereinafter specified for maintaining the integrity of the project and avoiding any conflict of interest in its implementation.

- a. General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable and/or improper conduct. This Agreement will be administered in an impartial manner, free from personal or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or personal gain.
- b. Conducting Business Involving Relatives - No relative by blood adoption, or marriage (for the purpose of this Agreement, "relative by blood, adoption, or marriage" shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, step-parent, and step-child) of any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain written approval from the City before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
- c. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate or any executive or employee of the Contractor, a permanent record of the transaction will be retained.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

11. Amendment

The provisions of this Agreement may not be modified unless in writing and signed by the parties against whom enforcement of the modification is sought.

12. Non-Assignability

This Agreement shall not be assigned by any party without the prior written consent of the other party.

13. Succession

This Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties hereto.

14. Counterparts

This Agreement may be executed in any number of counterparts (and with facsimile signatures) with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

15. Captions

All paragraph captions are for reference only and shall not be considered in constructing this Agreement.

16. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding the conflicts of law provisions of any state.

18. Notice

Communication regarding this Agreement shall be directed to the following representatives:

The City

City of Charlotte
Warren Wooten/
Claire Butler
Housing & Neighborhood Services
600 East Trade Street
(704) 336-4211
claire.butler@charlottenc.gov

The Subrecipient

Agency

IN WITNESS WHEREOF, the parties have caused this document to be executed by authority and direction of their respective governing bodies, the day and year first above written.

THE CITY OF CHARLOTTE

SUBRECIPIENT

Name

Name

Date

Date

ATTEST:

ATTEST:

Attesting Name, Title

Attesting Name, Title

Form 1 – Execution of Proposal

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Company:
(check 1 box)

☐ Sole Proprietor ☐ Partnership ☐ Joint Venture

☐ Corporation _____ (identify the State of incorporation)

(if joint venture, complete this "Proposal Submission" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: _____

City of Charlotte Vendor Number: _____

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

No: _____ Date: _____ No: _____ Date: _____ No: _____ Date: _____

Company Legal Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Signature of Authorized Representative (or Designee)

(Print Name)

(Title)

Date

Proposal is valid for one-hundred-eighty (180) days from the Proposal due date.

FORM 2 – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

COMPANY NAME: _____

RFP NAME: FY2022 ESG

RFP NUMBER: _____

The undersigned Company hereby certifies and agrees that the following information is correct:

1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Signature of Authorized Representative (or Designee)

(Print Name)

(Title)

(Date)

FORM 3 – STAFFING

COMPANY NAME: Click or tap here to enter text.

RFP NAME: FY2022 ESG

List the full names of all **employees** whom you intend to assign to this program. Describe their specific role/responsibility and availability. Add additional pages as necessary.

Employee Name & Title	Project Role	Availability	Education / Experience
Example: John Smith, Counselor	Program eligibility client services & counseling	Full time staff assigned 50% to this program	MSW
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Form 4 - Application for Emergency Solution Grant Funding FY2022

Agency:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Director:	Click or tap here to enter text.
Agency Contact Information for Application (Name, Phone #, email) :	Click or tap here to enter text.
Total Funding being requested from City for upcoming Fiscal Year	Click or tap here to enter text.

Funding Priorities

The City of Charlotte will award funds to activities consistent with the following funding priorities.

- 1) Emergency Shelter
- 2) Rapid Re-Housing
- 3) Prevention Services
- 4) Street Outreach

More information about these activities can be found at <https://www.hudexchange.info/esg/>.

Program Minimum Requirements

- Programs referral must be received through Coordinated Entry Process.
Note: New and/or updated Coordinated Entry priorities for this funding cycle will be approved by the Charlotte-Mecklenburg Continuum of Care (CoC).
- Agencies must enter HUD required data elements into the Homeless Management Information Network (HMIS) identified by the CoC. (Domestic Violence Agencies must use a comparable data base).
- Agencies must ensure that invoices are submitted per requirements outlined in contract.

1.0 Agency and Program Information

Provide description of your agency. If requesting City-funding for a specific program within your agency, also provide the name and description of the specified program along with your agency's description:

1.1 Agency and Program Description (*Please provide a description of agency's experience in working with Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention and the target population in which you will serve*):

Click or tap here to enter text.

1.2 Agency Mission Statement:

Click or tap here to enter text.

1.3 Agency Vision Statement:

Click or tap here to enter text.

1.4 Describe the benefits or results of agency or program services (*Please describe how services adequately and appropriately meet anticipated service needs*):

Click or tap here to enter text.

1.5 Describe agreements your agency/program has for linkages with mainstream resources?

Click or tap here to enter text.

1.6 For Street Outreach and Emergency Shelter applicants only: Does the agency have a relationship with a Rapid Re-Housing program? If yes, please describe.

Click or tap here to enter text.

1.7 For Homelessness Prevention and Rapid Re-Housing applicants only: Describe strategies in place to assist clients in maintaining housing once maximum funds are utilized?

Click or tap here to enter text.

2.0 Agency Financial & Contract Compliance

2.1 FY2020 (July 2019–June 2020) ESG Expenditures (if applicable):

- 1) If you were unable to use all allocated funding provide an explanation and any strategies used to utilize funding.**

(Note: If awarded funds in this FY2022 application, any FY2020 unspent funds will be required to be spent no later than December 31, 2021 and may be deducted from overall award.)

Click or tap here to enter text.

2.2 FY2021 (July 2020–June 2021) ESG Expenditures (if applicable):

- 1) Are you on track to spend all use all FY2021 allocated funds? If no, provide an explanation and any strategies being used to utilize funding.**
- 2) If awarded funds in FY2022 what additional strategies you will utilize to ensure that funds are used in their entirety?**

(Note: If awarded funds in the FY2022 application any FY2021 unspent funds may be deducted from overall award).

Click or tap here to enter text.

2.3 Contract Compliance: Describe the process for ensuring all agency staff understand and will meet ESG contract requirements around required reporting and submitting invoices.

Click or tap here to enter text.

3.0 Connection to the Community

3.1 How does your agency participate in the COC's Coordinated Entry System?

Click or tap here to enter text.

3.2 How does your agency participate in the COC's workgroups?

Click or tap here to enter text.

3.3 How does your agency collaborate with other entities in the community?

Click or tap here to enter text.

4.0 Proposed Project Budget

If requesting City-funds for a specific program within your agency, provide from total operation the expense and revenue budget information for the specified program including all funding sources. For purposes of this application, the budget information provided should coincide with the City's fiscal year FY2022, July 1, 2021 through June 30, 2022.

4.1 Projected Expenses

Personnel Expenses	PROJECTED BUDGET	BUDGET REQUEST FROM CITY
Salaries	Click or tap here to enter text.	Click or tap here to enter text.
Merit	Click or tap here to enter text.	Click or tap here to enter text.
Benefits	Click or tap here to enter text.	Click or tap here to enter text.
Total Personnel Expenses	Click or tap here to enter text.	Click or tap here to enter text.
Operating Expenses	PROJECTED BUDGET	BUDGET REQUEST FROM CITY
Communications (e.g. publishing, marketing)	Click or tap here to enter text.	Click or tap here to enter text.
Travel & Training	Click or tap here to enter text.	Click or tap here to enter text.
Facilities (e.g. rent, utilities)	Click or tap here to enter text.	Click or tap here to enter text.
Technology	Click or tap here to enter text.	Click or tap here to enter text.
Other	Click or tap here to enter text.	Click or tap here to enter text.
Total Operating Expenses	Click or tap here to enter text.	Click or tap here to enter text.
Total Expenses (Personnel & Operating)	Click or tap here to enter text.	Click or tap here to enter text.

4.2 Projected Revenues

Please include all revenues, excluding revenues received from the City of Charlotte specifically to this project, in the fields below.

Revenues	PROJECTED BUDGET
Government Grants & Funding	Click or tap here to enter text.
Foundation Grants & Funding	Click or tap here to enter text.
Donor Contributions	Click or tap here to enter text.
Service Fees	Click or tap here to enter text.
Other Revenue	Click or tap here to enter text.
Total Revenues	Click or tap here to enter text.

5.0 Budget Worksheet

Activity	TOTAL AMOUNT REQUESTED	NUMBER OF HOUSEHOLDS TO BE SERVED	COST PER HOUSEHOLD
<i>Example: Emergency Shelter- Operating Cost</i>	<i>\$10,000</i>	<i>100</i>	<i>\$100.00</i>
Emergency Shelter (Operating) *	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Emergency Shelter (Shelter Services)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Rapid Re-Housing (Financial Assistance)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Rapid Re-Housing (Case Management & Services)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Prevention Services	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Street Outreach	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Homeless Management Information System (HMIS)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

***Please note below what portion of total Emergency Shelter (Operating) funds being requested that you are willing to commit to spending by September 30, 2021.**

Emergency Shelter (Operating Cost)	Total Amount Committed to Spending by Sept 30, 2021.	Click or tap here to enter text.
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6.0 Agency and Program Capacity and Stability

6.1 Why is your agency seeking ESG funds now? (For example, are you looking to expand, begin or maintain homeless services)

Click or tap here to enter text.

6.2 ESG cannot sustain an entire project, indicate plans outside of City-funding to ensure a fully funded project.

Click or tap here to enter text.

6.2 If City-funding is denied; describe the impact on project. (Note: provide as many details as possible)

Click or tap here to enter text.

6.3 If your agency received City-funding for the current fiscal year and is requesting a change in the City-funding level for the upcoming fiscal year, provide the reason(s) for requesting a change in the City's funding level:

Click or tap here to enter text.

6.4 For Homelessness Prevention and Rapid Re-Housing Only: Please describe in detail how inspections for properties will be handled.

Click or tap here to enter text.

7.0 Certifications

Please acknowledge each statement and sign.

- ☐ To the best of my knowledge and belief, all information in this application is true and correct.
- ☐ I understand that contracts are for one (1) year and that if funds are awarded to my agency we will be responsible to spend 100% of the funds within that contract period.
- ☐ Documentation of match requirement will be provided during contract compliance monitoring.
- ☐ I certify that my agency will complete the grant per the proposal provided and in accordance with the terms and conditions outlined in the RFP documents.

Name of Applicant Click or tap here to enter text.

Name of Authorized Official Click or tap here to enter text.

Title Click or tap here to enter text.

Date Click or tap here to enter text.

Signature_____

AGENCY NAME:			
REQUESTED AMOUNT:			
	FY2022 ESG - Application Evaluation Scorecard	Points Allowed	Application Section
Agency and Program Information			
	Agency described their experience in providing experience in working with Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention and the target population in which they will serve.	up to 5	1.1
	Agency described how the services provided by the program adequately and appropriately meet anticipated service needs.	up to 5	1.4
	Agency described agreements in place to link client with mainstream resources.	up to 5	1.5
	<u>Street Outreach and/or Emergency Shelter applicants only</u> : Agency described relationship(s) with a Rapid Re-Housing program?	up to 5	1.6
	<u>Homelessness Prevention and Rapid Re-Housing applicants only</u> : Agency described strategies in place to assist clients in maintaining housing once maximum funds are utilized?	up to 5	1.7
Organization Capacity			
	Agency described why they were seeking funds at this time.	up to 5	6.1
	Agency described how they will fully fund program.	up to 5	6.2
	Agency described impact on program if funding is denied.	up to 5	6.2
	Agency described the process for ensuring all agency staff understands and will meet ESG contract requirements around required reporting and submitting invoices.	up to 5	2.3
Connection to the Community			
	Agency described how they participate in the CoC's Coordinated Entry System?	up to 5	3.1
	Agency described how staff participate in CoC's workgroups?	up to 5	3.2
	Agency described how they collaborate with other entities in the community?	up to 5	3.3
Questions scored by City Staff			
	Application submitted by deadline.	yes 5 /no -5	n/a
	Application include all required attachments.	yes 5; no -5	n/a
	All Budget sections accurate.	yes 5; no -5	4.0, 4.1, 4.2, 5.0
Total Points		65	n/a
Additional Information provided to by City			
	If currently funded agency, total amount of FY2021 funds spent (based on approved invoices).	n/a	n/a
	If currently funded agency, total number of households served in FY2021 (as reported on monthly scorecard).	n/a	n/a
Review Committee Committee scoring guidance			
	5 points - Complete, insightful and value added response	<i>The respondent provided a complete response indicating mastery of the topic, answered all question components and demonstrates innovative application of cutting edge approach(es) that may set a standard for accepted best practices.</i>	
	4 points - Complete and insightful response.	<i>The respondent provided a thorough response and answered all question components. The response reflects a robust understanding of salient topics and extensive application of accepted best practices.</i>	
	3 points - Complete response.	<i>The respondent provided a thorough response and answered all question components. The response reflects a general application of accepted best practices.</i>	
	2 points - Acceptable response	<i>The respondent answered the question with enough detail to compare the answer to other responses. The response answers a majority of the question components.</i>	
	1 point - Incomplete response	<i>The respondent failed to answer the basic components of the question, the answer was confusing or misleading, or the information provided does not allow for a comparison to other responses.</i>	
	0 point - No response	<i>The respondent failed to answer the question.</i>	